

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-C9	PAGE OF PAGES 1 25
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0006-06-C-0014		3. EFFECTIVE DATE 28 Apr 2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE	
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	6. ADMINISTERED BY (If other than Item 5) DCM RAYTHEON TUSCON P.O. BOX 11337 TUCSON AZ 85734-1337		CODE SQ005A
7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state and zip code) RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85708-6936			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
			9. DISCOUNT FOR PROMPT PAYMENT		
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G
CODE 15090		FACILITY CODE			
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS/CO - WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 3990 EAST BROAD STREET BLDG 21 COLUMBUS OH 43218-2381		CODE HQ0339
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE SCHEDULE					
15G. TOTAL AMOUNT OF CONTRACT					\$6,674,243.00
16. TABLE OF CONTENTS					
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME OF CONTRACTOR BY _____ (Signature of Contractor)			20A. NAME AND TITLE OF CONTRACTING OFFICER Joy U. Smith, Contracting Officer TEL: _____ EMAIL: _____		20C. DATE SIGNED APR 28 2006
19B. NAME OF CONTRACTOR BY _____		19C. DATE SIGNED 27 Apr 2006	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RESEARCH & DEVELOPMENT (R&D) EFFORT CPFF R&D efforts to conduct Net-Centric Airborne Defense Element (NCADE) Risk Reduction Program in accordance with the statement of work. FOB: Destination PURCHASE REQUEST NUMBER: AS9CAW62327BASIC		Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$6,586,283.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	INCREMENTAL FUNDING FOR CLIN 0001 CPFF PR # AS9CAW62327BASIC FOB: Destination PURCHASE REQUEST NUMBER: AS9CAW62327BASIC		Lot		
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: AS9CAW62327BASIC0001				\$6,038,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	INCREMENTAL FUNDING FOR CLIN 0001 CPFF PR # AS9CAW62327AMEND1 FOB: Destination PURCHASE REQUEST NUMBER: AS9CAW62327AMEND1				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: AS9CAW62327AMEND10001				\$548,283.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TRAVEL COST FOB: Destination PURCHASE REQUEST NUMBER: AS9CAW62327BASIC				
				ESTIMATED COST	\$87,960.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Data and Reports CPFF The contractor shall provide the following data and reports in accordance with the attached CDRLs (Exhibit A): FOB: Destination				NSP
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

B-02 ESTIMATED COST AND FIXED FEE (MAY 2005)

The total estimated cost and fixed fee of this contract are:

Estimated Cost:	[REDACTED]
Fixed Fee:	[REDACTED]
Estimated Cost-Plus-Fixed-Fee:	\$ 6,674,243

B-03 CONTRACT TYPE (MAY 2005)

This is a Cost-Plus-Fixed-fee completion contract with a twelve-month period of performance as specified in Section B and other related Sections, Attachments and Exhibits.

Section C - Descriptions and Specifications**CLAUSES INCORPORATED BY FULL TEXT****C-01 SCOPE OF WORK (MAY 2005)**

The Contractor shall perform the work specified in the Statement of Objectives/ Statement of Work (SOO/SOW) or other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.

C-02 REPORTS AND OTHER DELIVERABLES (MAY 2005)

- a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, and the attached Contract Data Requirements Lists, DD Form 1423-1.
- b. Technical reports delivered by the Contractor in the performance of the contract shall be considered Technical Data, as defined in DFARS 252.227-7013, "Rights in Technical Data -- Noncommercial Items."
- c. Reports shall be submitted electronically in accordance with the attached Contract Data Requirements List, DD Form 1423-1, submission requirements. For reports that are unable to be submitted electronically, reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.
- d. The following information shall be provided with all reports. However, if the report incorporates a MDA logo or letterhead, this information will be provided on a severable cover sheet and not on the same sheet of paper as the MDA logo or letterhead.
 - CONTRACT NUMBER
 - PROGRAM'S DESCRIPTION (INCLUDING 2 LETTER CODE)/PROGRAM MANAGER
 - CONTRACTOR'S POINT OF CONTACT NAME AND PHONE NUMBER
- e. All reports generated under this contract shall contain the following disclaimer statement on the cover page:

"The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision."
- f. Except as provided by the Contract Data Requirements List, DD Form 1423-1, Exhibit A, and the Contract Security Classification Specification, DD Form 254, the distribution of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (MAY 2005)

Technical data items shall be preserved, packaged, packed, and marked in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination. Classified reports, data and documentation shall be prepared for shipment in accordance with the National Security Program Operation Manual (NISPOM), DoD 5220.22-M.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

E-01 INSPECTION AND ACCEPTANCE (MAY 2005)

Final inspection and acceptance of the work called for herein shall be by the designated Contracting Officer's Representative (COR) or by the cognizant contract administration office representative at:

Office of the Secretary of Defense
Missile Defense Agency, MDA/DV
7100 Defense Pentagon
Washington, DC 20301-7100

Final inspection and acceptance of all data items shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, Exhibits A.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9760400.2520 6 BM 2520 30603175C00 255Y S12135 MD6051168C2327 620342
AMOUNT: \$6,586,283.00
CIN AS9CAW62327AMEND10001: \$548,283.00
CIN AS9CAW62327BASIC0001: \$6,038,000.00

CLAUSES INCORPORATED BY FULL TEXT

G-01 CONTRACT ADMINISTRATION (MAY 2005)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

(a) CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is:

Name: Ms. Joy M. Smith
Organizational Code: MDA/DACT
Telephone Number: 703-882-6180
E-Mail Address: Joy.Smith@mda.osd.mil

(b) CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) is not authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer or a COR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: Mr. Michael Corbett
Organizational Code: MDA/DV
Telephone Number: 703-882-6103
E-Mail Address: Michael.Corbett@mda.osd.mil

(c) The Contracting Officer shall provide the following contractor information for the EDA POC and contract administration, and make it a part of Contract Administration for the contract. In addition, the contractor shall update this information, when necessary, after contract award.

Name of Company EDA POC: [REDACTED]
E-Mail Address: [REDACTED]@raytheon.com
Telephone No.: 520-794-8078

The point of contact on matters pertaining to contract audits is as follows:

Name: [REDACTED]
Title: [REDACTED]
Telephone No.: 520-794-8078

G-02 IDENTIFICATION OF CORRESPONDENCE (MAY 2005)

All correspondence and data submitted by the Contractor under this contract shall reference the contract number.

G-03 REMITTANCE ADDRESS (MAY 2005)

The following information is provided pursuant to FAR 52.232-33, "Payment by Electronic Funds Transfer - Central Contractor Registration," Contract Section I (if applicable):

[REDACTED]
Raytheon Company
P.O. Box 11337
Tucson, AZ 85734-1337

Electronics Funds Transfer
Fleet Bank
Boston, MA 02110
[REDACTED]
Account Name: Raytheon
[REDACTED]

G-04 PATENT INFORMATION (MAY 2005)

Patent information, in accordance with FAR 52.227-11, "Patent Rights -- Retention by the Contractor (Short Form)," or FAR 52.227-12, "Patent Rights -- Retention by the Contractor (Long Form)," shall be forwarded through the Procuring Contracting Officer to:

Office of the Secretary of Defense
Missile Defense Agency, MDA/GC
7100 Defense Pentagon
Washington, DC 20301-7100

**G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA
WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (JUN 2005)****a. Requirement for Electronic Payment Requests by WAWF-RA**

1. The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests, contractors shall submit all payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.

2. To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System at <https://wawf.eb.mil> using the appropriate Service Acceptor's DoDAAC (MDA's (NCR) is HQ0006; JNIC is H95001). When using WAWF-RA, the contractor will inform the Contracting Officer's Representative (COR) or designee via e-mail that a WAWF document has been submitted for approval.

3. In accordance with Appendix F of the DFARS, at the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government the WAWF-RA electronic form in lieu of a paper copy Material Inspection and Receiving Report (MIRR), DD Form 250.

4. When requesting final payment, the Contractor must establish compliance with all terms of the contract by submitting a Final Receiving Report through WAWF-RA, or Letter of Transmittal, as applicable.

5. The WAWF Training Links are located on the Internet at <https://wawf.eb.mil> under "About WAWF".

6. Questions regarding the use of the system are to be directed to the WAWF Help Desk:

DISA WESTHEM
Area Command Ogden
Customer Service Center
CONUS ONLY: 1-866-618-5988
COMMERCIAL: 801-605-7095
DSN: 338-7095
FAX COMMERCIAL: 801-605-7453
FAX DSN: 388-7453
cscassig@ogden.disa.mil

b. Submission of Invoices under Fixed Price Type Contracts

1. "Invoice" as used in this paragraph does not include the contractor's requests for progress payments.
2. The use of WAWF-RA electronic form and invoice are in accordance with DFARS Appendix F.
3. In addition to the requirements of the Prompt Payment clause of the contract, the contractor shall cite on each invoice the contract line item (CLIN); the contract subline item number (SUBCLIN), if applicable; the accounting classification reference number (ACRN), and the payment terms.
4. The contractor shall prepare either:
 a separate invoice for each activity designated to receive the supplies or services or
 a consolidated invoice covering all shipments delivered under an individual order.
5. If acceptance is at origin, the contractor shall submit the WAWF-RA electronic form or other acceptance verification directly to the designated payment office.
6. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

c. Submission of Vouchers under Time and Materials and Cost Type Contracts

1. Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.
2. Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the notice to rescind the direct submission authority, the contractor will immediately begin to submit invoices for the affected contracts to DCAA.
3. When authorized by the DCAA in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.
4. The contractor agrees to segregate costs incurred under this contract at the level of performance, either task or subtask, or CLIN or SUBCLIN, rather than on a total contract basis, and to submit vouchers reflecting costs incurred at that level. Vouchers shall contain summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.
5. The contractor shall submit the final voucher to the cognizant DCAA office and ACO, if applicable.

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

CLIN 0001:	\$ 6,586,283
CLIN 0002:	\$
CLIN 0003:	NSP

Estimated funds exhaustion date: **APRIL 27, 2007**

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-1 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

All representations and certifications and other written statements made by the contractor in response to MDA REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS of the solicitation or at the request of the Contracting Officer, incident to the award of the contract or modification of this contract, have been retained in the official government contract file and are hereby incorporated by reference with the same full force and effect as if they were given in full text.

H-02 AUTHORIZED TRAVEL AND TRAVEL COSTS AS SPECIFIED UNDER A TRAVEL CLIN (MAY 2005)

a. Travel. All contractor travel (non-local) that is directly billed under this contract as a specific travel CLIN (other than extended commuting travel as defined under paragraph c. below) must be approved in advance in writing by the COR and by the Procuring Contracting Officer (PCO) using MDA Form 110 (dated March 2001).

b. Extended Commuting Travel.

(1) All contractor extended commuting travel under this contract must be approved by the COR AND BY THE PROCURING CONTRACTING OFFICER (PCO) using MDA Form 110 (dated March 2001). Such approval will be granted only after review and government acceptance of contractor documentation showing that extended commuting travel is the most effective means of fulfilling the government's requirements – cost and other factors considered.

(2) Extended commuting travel may be authorized for up to 90 days at a time and must be authorized in advance as stated in b. (1) above.

c. Definition: Extended Commuting Travel – travel that occurs regularly in the performance of this contract where an individual or individuals travel back and forth from their normal place, or city of employment to another location or locations over a 30 day (or longer) period.

H-03 INSURANCE (MAY 2005)

In accordance with FAR Part 28.307-2, the Contractor shall maintain the types of insurance and coverage listed below:

TYPES OF INSURANCE	MINIMUM AMOUNT
Workmen's Compensation and all occupational disease Employer's Liability including all occupational disease when not covered by Workmen's Compensation above	As required by State law \$100,000 per accident
General Liability (Comprehensive) Bodily Injury	\$500,000 per occurrence

Automobile Liability (Comprehensive)

Bodily Injury per person	\$200,000
Bodily Injury per accident	\$500,000
Property Damage per accident	\$ 20,000

H-04 ALTERNATE DISPUTES RESOLUTION (MAY 2005)

The Government and the Contractor will work together to ensure the success of the **Network Centric Airborne Defense Element (NCADE) Risk Reduction Program**. The parties realize, however, that disagreements and disputes may arise between them. They agree to use their best efforts to resolve all disagreements and disputes quickly, efficiently and fairly. The Government prefers to resolve all issues arising under or related to the contract by negotiation, first at the Contracting Officer level, and if unresolved, at the Program Director/Manager level. If negotiations reach an impasse, the Government and the Contractor agree to consider using one or more of the ADR processes identified in 5 USC 571. In the event either party rejects the use of ADR procedures, he will inform the other in writing of the specific reasons.

The parties agree that they will establish a written ADR process, tailored to the circumstances, before beginning ADR. Typically, the agreement will address: issues requiring resolution, authorized representatives, appointment of neutrals, audit requirements, confidentiality and duration of the ADR process, suspension of litigation, and a schedule.

This provision does not prevent either party from taking any action to preserve its rights under the Contract Disputes Act or any other statute or regulation. Agreement to this provision is not a condition for award of this contract, nor will objections to this provision be considered in evaluation for award.

H-05 PUBLIC RELEASE OF INFORMATION (MAY 2005)

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

b. All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.

c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR) when they are located at the MDA National Capital Region (NCR— address same as paragraph j. below), and the contracting officer (who signed contract on cover sheet for contract award, or designated replacement) for all other contracts.

(1) The contractor shall request a copy of MDA form "Clearance Request For Public Release of Information" (.pdf format) or any superseding form from the MDA COR or contracting officer (when COR is external to MDA NCR).

(2) The contractor shall complete Blocks 1, 2, 3 and 6 of the Clearance Request form (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j.

below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Clearance Request.

(4) The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/DC.

(5) The MDA COR or contracting officer (when COR is external to MDA NCR) will notify the contractor of the agency's final decision regarding the status of the request.

d. The contractor shall submit the following to the COR at least 60 days in advance of the proposed release date:

(1) Seven (7) copies of each item.

(2) Written statement, including:

- (a) To whom the material is to be released
- (b) Desired date for public release
- (c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and
- (d) The contract number.

e. The items submitted must be complete. Photographs shall have captions.

f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.

g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.

h. The MDA Director of Communications (MDA/DC) is responsible for coordinating the public release review. MDA/DC will work directly with the COR if there are questions or concerns regarding submissions. MDA/DC will not work with contractors who have not gone through their COR.

i. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.

j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency/(MDA/DV)
Attn: Michael Corbett
1301 Southgate Road
Arlington, VA 22202

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

(1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;

(2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and

(3) the Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime Contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. The term "proprietary information" for purposes of this clause is any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this contract prepares a complete, or essentially complete, Statement of Work (SOW)/Statement of Objectives (SOO), or other form of technical solutions, functions, requirements or specifications document, to be used, directly or indirectly, in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such SOW/SOO or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services based on such a SOW/SOO or specification.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose; (b) compete for work based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first; (c) submit an unsolicited proposal to the Government which is based on such information until one (1) year after such information is released or otherwise made available to the public, or (d) release such information.

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

c. Subcontracts: The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract", "Contractor", and "Contracting Officer", will be appropriately modified to preserve the Government's rights.

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (if there is a potential conflict of interest; form shall be requested from the Procuring Contracting Officer).

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

e. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

f. Modifications: Prior to contract modification, when the SOW/SOO or specification is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the Contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure(s) or representation(s).

H-07 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (MAY 2005)

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

- c. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.
- d. The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.
- e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows: Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer, or a supplemental agreement signed by both the Contracting Officer and the Contractor, will be issued.
- f. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

H-08 MDA VISIT AUTHORIZATION PROCEDURES (MAY 2005)

- a. The Contractor shall submit all required visit clearances in accordance with NISPOM regulations and will forward all visit requests, identifying the contract number, to:

Office of the Secretary of Defense
Missile Defense Agency, MDA/ACC
7100 Defense Pentagon
Washington, DC 20301-7100
Telephone No.: (703) 697-8204 Facsimile No.: (703) 693-1526

- b. The COR is authorized to approve visit requests for the Contracting Officer.

H-09 ACQUISITION OF FACILITIES (MAY 2005)

The Contractor agrees to provide all necessary facilities (as defined under FAR 45.301 and further defined under FAR 45.101, Definitions of Plant Equipment and Real Property) for the performance of this contract. The term facilities includes all general purpose office equipment and automated data/information processing equipment and software. Accordingly, the Contractor shall not purchase or lease facilities for the account of the Government without the express permission of the Contracting Officer. In no case shall the cost to the Government for leased facilities, acquired under this contract, exceed the constructive cost of ownership. Additionally, acquisition or lease of facilities, if approved by the Contracting Officer, shall be provided at cost, applicable burdens applied, exclusive of prime Contractor fee/profit of other profit centers or business units of the prime Contractor.

H-10 SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT (MAY 2005)

- a. In order to assist MDA in collecting information regarding small business participation in MDA contracts and orders, the Contractor (regardless of whether a small or large business) shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted semi-annually and at contract completion to the Director, Small Business (SB), MDA. The report covers subcontract award data related to this contract/order.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually to the Director, SB, MDA. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector.

b. Please annotate the method by which you plan to provide your submission.

(1) Electronic format through the following website: www.mdasmallbusiness.com

(2) Hardcopy mailed to:

Director, Small Business Missile Defense Agency (SB)
7100 Defense Pentagon
Washington, DC 20301-7100

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7018	Notice Of Prohibition Of Certain Contracts With Foreign Entities For The Conduct Of Ballistic Missile Defense Research, Development, Test, and Evaluation	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST) <i>See Attachment 3 to Contract</i>

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date 27 April 2006

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List (CDRLs) DD Form 1423- 1	9	17-FEB-2006
Attachment 1	Statement of Objectives	3	24-FEB-2006
Attachment 2	Contract Security Classification Specification	10	09-MAR-2006
Attachment 3	Identification & Assertion 1 of Restrictions on Government		21-APR-2006
Attachment 4	NCADE Technology Risk Reduction Statement of Work	2	27-APR-2006

Exhibit A
Contract: HQ0006-06-C-0014
Company: Raytheon Company

CONTRACT DATA REQUIREMENTS LIST

FOR

Net-Centric Airborne Defense Element

(NCADE)

February 17, 2006

PREPARED BY

MISSILE DEFENSE AGENCY

A. INTRODUCTION

The Contract Data Requirements List (CDRL) is prepared in a word processing format to increase the efficiency of electronic development and transmission. Block numbering and titles remain as used in the DD Form 1423 as derived from *Procedures for the Acquisition and Management of Technical Data*, DoD 5010.12-M.

B. APPLICABLE DOCUMENTS

DoD 5230.24, *Distribution Statements on Technical Documents*, March 18, 1987.

C. AUTHORITIES (BLOCK 4)

Data Item Descriptions (DIDs) entered in CDRL blocks 2 and 4 are selected from the *Acquisition Streamlining and Standardization Information System (Assist) data base*. The application of any DID tailoring is indicated by addition of the suffix "T" to the DID number entered in Block 4. Such tailoring is accomplished to relax format requirements or to conform the data requirement to those requirements contained in the Statement of Objectives (SOO).

D. APPROVAL (BLOCK 8)

Selected data will require approval before their submission is considered final. The approving authority shall be the Contracting Officer's Representative (COR) as indicated by the first addressee entry of Block 14.a. The use of "N/A" in Block 8 does not forfeit or otherwise affect the Government's right to consider unacceptable any submission of data that does not comply with the contract requirements.

E. DATA DELIVERY DUE DATES (BLOCKS 12 AND 13)

Data will be considered delinquent when not physically arriving or electronically available at the distribution destination on the date(s) specified. Unless otherwise indicated, references to "days" are calendar days.

F. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS

<u>DI Block</u>	<u>Entry</u>	<u>Definition</u>
7	LT	Letter of transmittal
8	N/A	Not Applicable
9	N/A	Not Applicable
10	ASREQ	As required
11	N/A	Not Applicable
14	LT	Letter of transmittal

G. ADDRESSEE LIST

Block 14
Entry

Complete Mailing Address

COR
MDA/DV

Missile Defense Agency
7100 Defense Pentagon
ATTN: Michael Corbett
Washington, DC 20301-7100

Email: Michael.Corbett@mda.mil

MDA/DACT

Missile Defense Agency
7100 Defense Pentagon
ATTN: Jim Kelly, MDA/DACT
Washington, DC 20301-7100

Email: Jim.Kelly@mda.mil

DTIC

Defense Technical Information Center
ATTN: DTIC-O
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6218

Email For Unclassified-Unlimited Documents Only: TR@dtic.mil

H. REQUIRUBG OFFICE AND BLOCK 6 ENTRY

MDA/DV: Applicable MDA Director (or designated focal point) to which requests for distribution of reports to other than U.S. Government agencies are to be submitted, routed through the MDA COR or contracting officer (when COR is external to MDA NCR).

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY TDP ___ TM ___ OTHER XX ___				
D. SYSTEM/ITEM Net-Centric Airborne Defense Element (NCADE)			E. CONTRACT/PR. NO HQ0006-06-C-0014		F. CONTRACTOR Raytheon Company			
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Initial Kick-off Meeting/Interim Briefing			3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A, 7 Nov 2000			5. CONTRACT REFERENCE SOO		6. REQUIRING OFFICE MDA/DV			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY No later than C+30, and C+180	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION a. ADDRESSEE b. COPIES Draft Final Reg Repr			
8. APP CODE N/A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16						
16. REMARKS Block 4: Data Item Description DI-MISC-80508 is tailored as follows: Contractor format is acceptable. Blocks 12 and 13: Initial Kick-off meeting will be no later than 30 days after award of the Net-Centric Airborne Defense Element contract. Briefing slides and minutes of the meeting will be submitted within 30 days after the meeting. An Interim meeting will be held no later than 180 days after award, with briefing slides and minutes to follow within 30 days. Blocks 14 and 15: Delivery shall be by electronic media in the form of a compact disc (CD) unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DV word processing, spreadsheet, and database applications.					MDA/DV -COR		1	2
					MDADACT		LT	
					15. TOTAL			
G. PREPARED BY Michael Corbett, MDA/DV		H. DATE 2/15/2006		I. APPROVED BY W. H. Stieglitz, MDA Data Manager		J. DATE 2/17/2006		

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY TDP <u> </u> TM <u> </u> OTHER <u>XX</u>				
D. SYSTEM/ITEM Net-Centric Airborne Defense Element (NCADE)			E. CONTRACT/PR. NO HQ0006-06-C-0014		F. CONTRACTOR Raytheon Company			
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Final Briefing & Report				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A, Nov 2000			5. CONTRACT REFERENCE SOO			6. REQUIRING OFFICE MDA/DV		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY No later than C + 360 days		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE NA		13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE	b. COPIES	
						Draft	Final	
						Reg	Repro	
16. REMARKS Block 4: Data item Description DI-MISC-80508 is tailored as follows: This deliverable consists of both a briefing and a written report. Contractor briefing and report format are acceptable. Report & briefing must document the results of the study task areas noted in the SOO, to include as a minimum: <ul style="list-style-type: none"> • Refined NCADE Performance Limits and Predictions • Refined NCADE Concept Description Document • Proposed NCADE Follow-on Plan • Meeting minutes with briefing slides available within 30 days following the final meeting Block 8: The MDA COR shall approve the Net-Centric Airborne Defense Element (NCADE) Final Report within 15 working days or return it to the contractor for correction and completion. Block 12: Submission of the Final Report will be in conjunction with the final NCADE Briefing. Blocks 14 and 15: Delivery shall be by electronic media in the form of a compact disc (CD) unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DV word processing, spreadsheet, and database applications.						MDA/DV - COR	1	2
						MDA/DACT	LT	
						DTIC	1	
15. TOTAL							3	2
G. PREPARED BY Michael Corbett, MDA/DV			H. DATE 2/15/2006		I. APPROVED BY W. H. Stieglitz, MDA Data Manager		J. DATE 2/17/2006	

Block 4: Continued

10.2 Scope. Each applicable unit (Contract Line Item Number, period of performance, and Task Order) will be addressed as identified above.

10.3 Format and Content. Each detailed report shall contain the following:

10.3.1 Monthly Funds and Labor Hour Expenditure Report. This chart shall contain the following data elements:

10.3.1.1 The table heading (on the left side) shall include contract number, latest executed modification, contract type (cost and fee arrangements, CPFF, CPAD, etc.), report description (Contract Summary, Option 1, CLIN, etc.). The table heading (on the right side) shall include preparation date, reporting period, POP, and funding.

10.3.1.2 The elements shall contain a breakdown by the following categories: Direct Labor Hours, Total Labor (Unburdened \$), Other Direct Costs (ODCs)(\$), Total Indirect Costs (\$), and Fee (\$).

Line 1, Direct Labor, shall identify direct labor hours by the labor categories negotiated in the contract (as awarded or later modified) for both the Prime Contractor and Subcontractors.

Line 2 shall provide a subtotal of Direct (unburdened) Labor Dollars for the Prime Contractor.

Line 3 shall identify ODCs for the Prime Contractor. Separate line items within the ODC category shall identify facilities (rent, equipment, etc.), travel (including subsistence and other allowable costs related to travel) and any minor categories listed in "other."

Line 4 shall identify the Prime Contractor's Total Indirect Cost amount.

Line 5 shall provide Overall Cost for the Prime Contractor and Subcontractors.

Line 6 shall provide the Fee amount for the Prime Contractor and Fee amount for Subcontractors. Cost Plus Fee amount shall be identified.

Open/Outstanding Commitments (the estimated dollar obligations, excluding accrued expenditures, to vendors or subcontractors including any termination liability) shall be identified, and total amount plus commitments shall be provided.

10.3.1.3 Column "A" shall be labeled Current Contract Baseline. This column shall contain a total summary of the latest negotiated contract up to and including the fully executed modification identified in the table heading. Column "A1" shall contain all data for the Prime Contractor. Column "A2" shall contain all data for the Subcontractors. Column "A3" shall contain the combined total data for both the Prime Contractor and the Subcontractors.

10.3.1.4 Column "B" shall be labeled Task Order or Labor/Technical Allocation Plan Authorized (LTAP), if applicable. This column shall contain a total summary of the latest authorized Task Orders or LTAPs, if applicable.

10.3.1.5 Column "C" shall be labeled Cumulative Expenditures to Date. This column shall contain a total summary of expenditure data from inception through the current reporting period. Expenditures are recorded costs as defined within FAR Clause 52.216-7, Allowable Cost and Payment, plus the estimated fee earned. Such costs include: (1) actual payments for services are items purchased directly for the contract, and (2) costs incurred, but not necessarily paid, for direct labor, direct travel, and other direct costs and allocated indirect costs. Cumulative expenditures that result in a variance of +/- 10 percent of the Cumulative Planned in both of the graphs shall be explained in the "Remarks" section.

10.3.1.6 Column "D" shall be labeled Estimate at Completion. This column shall contain an estimate of the final total cost at completion of the work effort. Estimates that vary from section, Current Contract Baseline, by +/- 10 percent shall be explained in the "Remarks" section.

Block 4: Continued

- 10.3.1.7 Column "E" shall be labeled Reporting Period Expenditures. This column shall contain a total summary of expenditure data for the current reporting period. Expenditures are recorded costs as defined within FAR Clause 52.216-7, Allowable Cost and Payment, plus the estimated fee earned. Such costs include: (1) actual payments for services or items purchased directly for the contract, and (2) costs incurred, but not necessarily paid, for direct labor, direct travel, other direct costs, and allocated indirect costs.
- 10.3.2 Funds Expenditure Graph. A funds expenditure graph shall be included. The graph shall portray, on a monthly basis, the planned versus actual dollar expenditures (including fee) along with funding for the applicable report. The graph shall include a corresponding table of figures specifying period and cumulative data for planned and actual expenditures, and funding.
- 10.3.3 Hours Expenditures Graph. A labor hour graph shall be included. The graph shall portray, on a monthly basis, the planned versus actual total labor hours for the applicable work. The graph shall include a corresponding table of figures specifying period and cumulative data for planned and actual labor hours.

Block 9: Distribution Statement: May be required as directed by COR (DoD 5050.12-M refers).

Block 12: First submission due fifteen calendar days after the first full month after contract award to include reporting period from the date of contract award.

Block 14: Distribution to DACT will be by e-mail or shall be via EDI when directed by the PCO. All distribution to other Directorates will be via electronic copy.

NOTE: Only electronic versions of the Funds & Labor Hour Expenditure Report will be provided to the Contracting Officer.

STATEMENT OF OBJECTIVES
Net-Centric Airborne Defense Element (NCADE)
RISK REDUCTION PROGRAM

1.0 Technical Representatives

	COR
Name	Mr. Michael Corbett
Organization	MDA/DV
Phone	703-882-6103

2.0 Objective

The NCADE Risk Reduction Program shall provide a detailed assessment of the risks and expected performance associated with key elements of the proposed NCADE development program. Primary emphasis will be placed on a performance demonstration of the proposed (b)(4) propellant system. Secondary emphasis will be placed on algorithm development and performance prediction of the proposed NCADE seeker / kill vehicle (KV), with emphasis in the endgame plume-to-hardbody-to-aim-point selection on a variety of representative threats. Any residual resources within the negotiated basic funding dollars shall be used to refine performance predictions and concepts of operations (CONOPS)

This shall be a Cost-Plus Fixed Fee Contract for a 12-month period of performance.

3.0

The contractor will develop, and demonstrate within 8 months of contract award, a heavyweight thruster in a live fire test. This test will be planned to demonstrate performance levels necessary to achieve the NCADE interceptor design goals, including thrust level, thruster life, bed loading and survivability, and Specific Impulse. Subsequently, the contractor should refine mass estimates for the NCADE interceptor to establish the total impulse available within overall volume and weight constraints.

The contractor will evaluate the current capability to perform the NCADE mission, and identify and implement modifications where required. The contractor will then demonstrate the resulting NCADE seeker and KV performance through modeling, simulations, analysis, and hardware-in-the-loop ground tests in the boost phase and post-boost phase against representative ballistic missile threats. This will include tests of sufficient fidelity to define the limits of the seeker / KV performance with respect to threat closing velocities, acceleration, size, temperature, aspect angle, maneuvers, environmental conditions and possible counter-measures. Subsequently, the contractor should propose a flight test plan to verify results as part of the follow-on plan, and as an unfunded option for this effort.

The contractor will provide refined performance predictions and concepts of operation, including any updates due to findings in the propellant and seeker risk reduction activities. Particular emphasis will be placed upon the accuracy and latency specifications of sensors, command, control, battle management, communication and data-link systems planned for use in support of the NCADE interceptor. The CONOPS should be of sufficient detail to depict specific information exchange requirements in a raid scenario with multiple simultaneous threats. The performance predictions should reflect individual interceptor employment envelopes and the system performance for a notional deployment with multiple layers.

4.0 Contract Period of Performance

Services to be performed hereunder shall be performed and completed from award of contract for a base period of performance of 12-months. The base period of performance funding and full contract value is not to exceed the final negotiated and agreed upon contract value.

5.0 Travel

The contractor is required to travel in support the performance of this contract effort. Travel shall be planned and conducted in such a fashion to provide maximum flexibility and use of time in the performance of this contract effort.

6.0 Meetings/Reviews

Any meetings/reviews to be conducted with the Government during the performance of this effort shall be maintained in a record and documentation of that record provided to the Government including any action items and status thereof.

7.0 Deliverables

- Initial Kick-Off Meeting within 30 days of contract award, with briefing slides and minutes submitted within the following 30 days.
- Financial, schedule and status reports, submitted monthly
- Interim Meeting held NLT 180 days after contract award, with briefing slides and minutes submitted within 30 days following the meeting.
- [REDACTED] Thruster Initial Test Matrix, submitted for Government approval 30 days prior to test. Government approval required. Government turnaround time for approval 15 working days from date of receipt.
- [REDACTED] Thruster Heavyweight Test Results and Final Test Report, submitted within 30 days of conclusion.
- Proposed NCADE seeker ground test plan, submitted for Government approval 30 days prior to test. Government approval required. Government turnaround time for approval 15 working days from date of receipt.
- NCADE seeker Test Results and Final Test Report, submitted within 30 days of conclusion.
- Final Meeting, with the following documentation presented
 - Refined NCADE Performance Limits and Predictions
 - Refined NCADE Concept Description Document
 - Proposed NCADE Follow-on Plan
 - Meeting minutes with briefing slides available within 30 days following

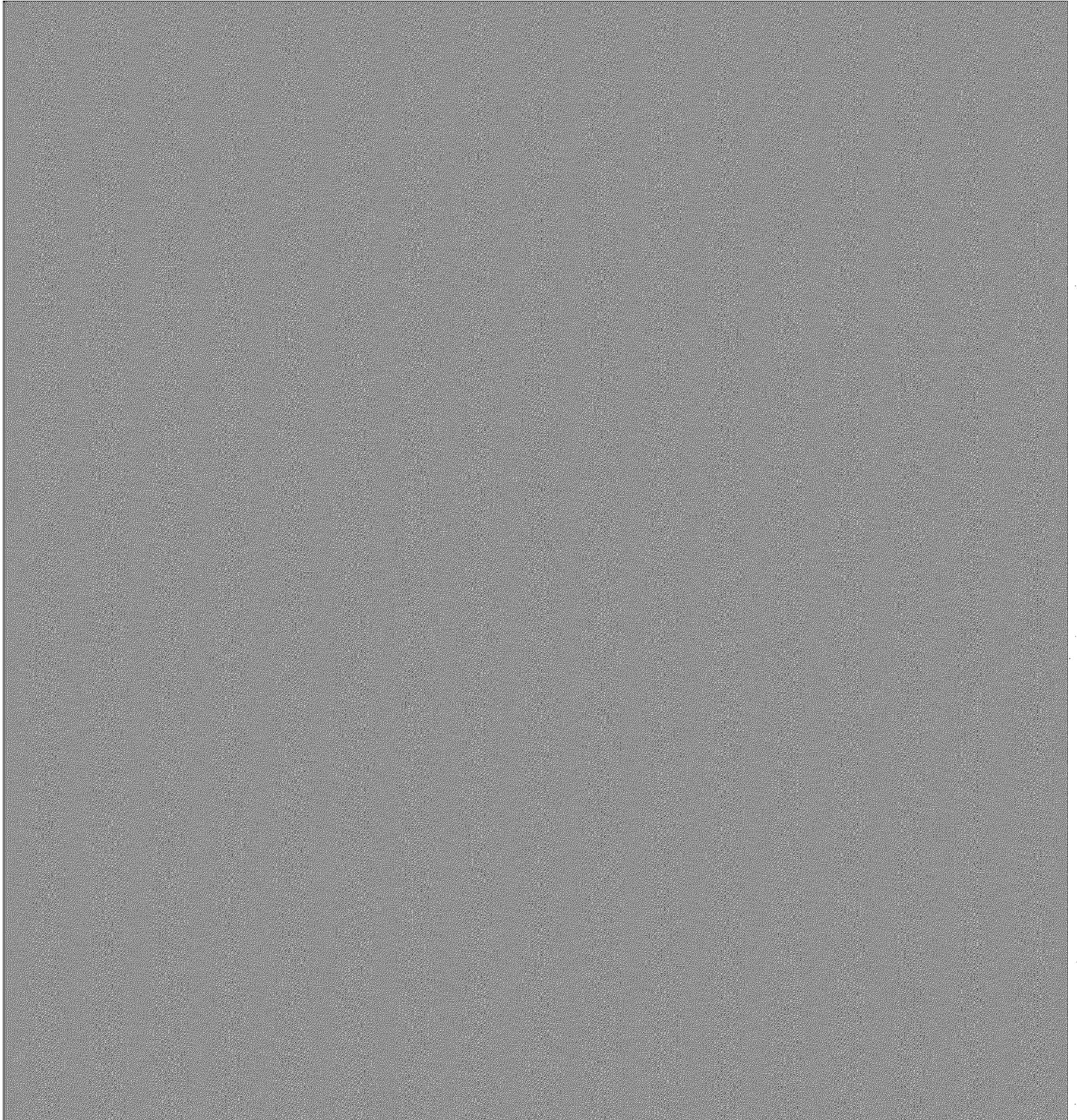
NCADE
GOVERNMENT FURNISHED PROPERTY (GFE/GFM/GFI/GFP)

Contract No. HQ0006-06-C-0014

GFE/GFS/GFI LIST						
Contract No. HQ0006-06-C-0014						
Attachment 5						
WBS	ITEM DESCRIPTION	NSN OR P/N	QTY	CURRENT LOCATION	AVAILABILITY	REQUIRED
3.2.5	Env. CCA TE	402864	1	RMS EOSPA	As required	60D ACA
3.2.5	DIGITAL CCA - 1	403243	1	RMS EOSPA	As required	60D ACA
3.2.5	DIGITAL CCA - 2	403244	1	RMS EOSPA	As required	60D ACA
3.2.5	Gimbal Friction & Spring Torque TE	403550	1	RMS EOSPA	As required	60D ACA
3.2.4.1		2212785-13	2	RMS FACO	As required	30D ACA
3.2.1		n/a	1	RMS EOSPA	As required	30D ACA
3.2.2		n/a	1	RMS EOSPA	As required	30D ACA
3.2.3		n/a	1	RMS EOSPA	As required	30D ACA
ACRONYMNS:						
ACA	After Contract Award					
CCA	Circuit Card Assembly					
D	Days					
Env	Environmental					
EOSPA	Electro-Optical Sensors & Precision Assembly					
FACO	Final Assembly & Checkout					
RMS	Raytheon Missile Systems					
TE	Test Equipment					
All GFP is accountable to US Navy Contract No. N00019-97-C-0027 to be transferred to N00019-04-C-0006 upon 97-C-0027 closeout.						

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:



NCADE TECHNOLOGY RISK REDUCTION STATEMENT OF WORK

The objectives of the Technology Risk Reduction Program are to provide a detailed assessment of the risks and expected performance associated with key elements of the proposed NCADE development program. Primary emphasis will be placed on a performance demonstration of the proposed [REDACTED] propellant system. Secondary emphasis will be placed on algorithm development and performance prediction of the proposed NCADE seeker / kill vehicle (KV), with emphasis in the endgame plume-to-hardbody-to-aimpoint selection on a variety of representative threats. Any residual resources within the negotiated basic funding dollars should be used to refine performance predictions and concepts of operations (CONOPS).

Raytheon shall execute the following tasks which are required to fulfill the program objectives:

1. Program Management.

- 1.1. Raytheon shall perform program management functions to coordinate execution of the NCADE Technology Risk Reduction Program, including subcontract management and technical oversight.
- 1.2. Any meetings/reviews with the Government during the contract shall be maintained in a record and documentation of that record provided to the Government including any action items and status thereof.
- 1.3. Travel shall be planned and conducted to provide maximum flexibility and use of time in the performance of the contract.
- 1.4. Raytheon shall provide monthly NCADE financial, schedule, and status reports.

2. [REDACTED] Thruster Demonstration.

- 2.1. Raytheon shall develop and demonstrate a heavyweight [REDACTED] thruster in a hot fire test within 8 months of contract award.
- 2.2. The test shall be planned to demonstrate performance levels against the NCADE interceptor design requirements, including thrust level, thruster life, bed loading and survivability, and specific impulse (See Management Plan & Technical Proposal).
- 2.3. Raytheon shall refine mass estimates for the NCADE interceptor to establish the total impulse available within overall volume and weight constraints.

3. NCADE Seeker and Plume-to-Hardbody Demonstration.

- 3.1. Raytheon shall use waveband study results to modify [REDACTED] to include NCADE seekers for laboratory testing and evaluation
- 3.2. Raytheon shall then demonstrate the resulting NCADE seeker and KV performance through modeling, simulations, analysis, and ground tests in the boost phase and post-boost phase against representative ballistic missile threats.
- 3.3. Raytheon shall evaluate [REDACTED] NCADE seeker and guidance algorithms for the NCADE mission

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT ID CODE: **U** PAGE OF PAGES: **1** | **3**

2. AMENDMENT/MODIFICATION NO. **P00001** 3. EFFECTIVE DATE **22-May-2006** 4. REQUISITION/PURCHASE REQ. NO. **SEE SCHEDULE** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **HQ0006** 7. ADMINISTERED BY (If other than item 6) CODE **S0305A**
 MISSILE DEFENSE AGENCY (MDA)
 CONTRACTS DIRECTORATE
 7100 DEFENSE PENTAGON
 WASHINGTON DC 20301-7100
 DCM RAYTHEON TUCSON
 P.O. BOX 11337
 TUCSON AZ 85734-1337

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
 RAYTHEON COMPANY
 1151 E HERMANS RD
 TUCSON AZ 85706-6636

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MOD. OF CONTRACT/ORDER NO. **HQ0006-06-C-0014**
 X 10B. DATED (SEE ITEM 13) **28-Apr-2006**

CODE **15090** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended, is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Mutual Agreement of Parties

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **njkelly06333**
 The purposed of this modification is to fund the travel under CLIN0002, and incorporate a revised DD 254 under Attachment 2 and a Government Furnished Property/Equipment Listing as Attachment 5.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Joy M. Smith, Contracting Officer

15C. DATE SIGNED **22 May 2006** 16B. UNITED STATES OF AMERICA BY **[Signature]** 16C. DATE SIGNED **MAY 25 2006**
 (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	INITIAL FUNDING FOR CLIN 0002 COST PR # AS9CAW62556BASIC FOB: Destination PURCHASE REQUEST NUMBER: AS9CAW62556BASIC				
				ESTIMATED COST	\$0.00
	ACRN AB CIN: AS9CAW62556BASIC0001				\$87,960.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000201:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$87,960.00 from \$6,586,283.00 to \$6,674,243.00.

SUBCLIN 000201:

Funding on SUBCLIN 000201 is initiated as follows:

ACRN: AB

CIN: AS9CAW62556BASIC0001

Acctng Data: 9760400.2520 6 BM 2520 30603175C00 255Y S12135 MD6051168C2556 620342

Increase: \$87,960.00

Total: \$87,960.00

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List (CDRLs) DD Form 1423-1	9	17-FEB-2006
Attachment 1	Statement of Objectives	3	24-FEB-2006
Attachment 2	Contract Security Classification Specification	10	09-MAR-2006
Attachment 3	Identification & Assertion 1 of Restrictions on Government		21-APR-2006
Attachment 4	NCADE Technology Risk2 Reduction Statement of Work		27-APR-2006

to:

Exhibit/Attachment Table of Contents

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Attachment 1	Statement of Objectives	3	24-FEB-2006
Attachment 2	Contract Security Classification Specification Rev. 1	10	08-MAY-2006
Attachment 3	Identification & Assertion 1 of Restrictions on Government		21-APR-2006
Attachment 4	NCADE Technology Risk2 Reduction Statement of Work		27-APR-2006
Attachment 5	Government Furnished Property/Equipment List	1	18-MAY-2006

(End of Summary of Changes)